

*RET'D
SAS, MSF, EML,
ADA, KMH*

Inter-Organization

DELPHI CONFIDENTIAL

Date: December 7, 1998

Subject: Administrative Guidelines - Delphi Automotive Systems Window Retirement Program and Career Transition Program

To: Personnel Directors - Delphi Automotive Systems - U.S.

The following guidelines, attachments and exhibits describe the program provisions and administrative matters related to implementation of two Delphi Automotive Systems Window Retirement Programs (Windows) and Career Transition Programs (CTPs).

Candidates are to receive the appropriate "Information For Candidates" document as described herein. Candidates also are to receive the corresponding "Agreement" form(s).

The first Window and CTP is effective January 1, 1999. These will be designated Window A and CTP A. Those employees who are selected to participate in Window A, and agree to do so, will be provided benefits under General Motors benefit plans. The second Window and CTP is effective February 1 through April 1, 1999. These will be designated Window B and CTP B. Those employees who are selected to participate in Window B, and agree to do so, will be provided benefits under Delphi benefit plans. Those employees who are selected to participate in the CTP A or B, and agree to do so will be provided applicable benefits under the Delphi benefit plans.

Questions about matters contained herein should be directed to the Delphi Policy Activity or Employee Benefits Activity as appropriate. Any inquiry from news media should be directed to Delphi Public Affairs.

H. W. Wagner, Director
Human Resource Management

Attachments
99win-da/dasguide.doc

Delphi Window Retirement Programs (Window) and Career Transition Programs (CTP) for Salaried Employees

Table of Contents

Section I. Administrative Guidelines	<u>Page No.</u>
Intended Applicability	1-1
Eligibility Provisions.....	1-1
General Program Provisions - Window and CTP	1-1
Window - Specific Provisions.....	1-3
CTP - Specific Provisions	1-4
Pre-Decision and Reemployment Services	1-5
Operating Considerations.....	1-6
Economics.....	1-6
PRISM Coding, Reports, and Processing.....	1-6
Retirement Processing for Window	1-8
Agreement Forms.....	1-8
Other Provisions.....	1-9
Section II. Attachments to Guidelines	
A. Life and Disability Matters Connected With The CTP.....	2-1
B. Summary of Transactions/Key Provisions for Career Transition Program	2-2
C. GM Pension Administration Center (PAC) Guidelines for Retirement Estimates and Processing.....	2-3
D-1. Requests for Estimated Benefits	2-5
D. Sample of Required ADEA List - <u>Candidates</u>	2-6
E. Sample of Required ADEA List - <u>Non-Candidates</u>	2-7
Section III. Employee Exhibits	
1A. Information for Candidates - Window	3-1A
1B. Information for Candidates - Window	3-1B
2A. Information for Candidates - CTP.....	3-4
2B. Information for Candidates - CTP.....	3-8
3A. Window Retirement Program Agreement Form	3-12
3B. Window Retirement Program Agreement Form	3-14
4A. Career Transition Program Agreement Form.....	3-16
4B. Career Transition Program Agreement Form.....	3-18
5A. Addendum to Change Window Retirement Program Agreement Form	3-20
5B. Addendum to Change Window Retirement Program Agreement Form	3-21
6. Addendum to Change Career Transition Program Agreement Form.....	3-22
7. Window Retirement Program and Career Transition Program	3-23

Delphi Automotive Systems Window Retirement Programs (Window) and Career Transition Programs (CTP) for Salaried Employees

Intended Applicability

The first Window and CTP is effective January 1, 1999. These will be designated Window A and CTP A. Those employees who are selected to participate in Window A, and agree to do so, will be provided benefits under General Motors benefit plans. The second Window and CTP is effective February 1 through April 1, 1999. These will be designated Window B and CTP B. Those employees who are selected to participate in Window B, and agree to do so, will be provided benefits under Delphi benefit plans. Those employees who are selected to participate in the CTP A or B and agree to do so, will be provided applicable benefits under Delphi benefit plans.

The Windows and CTPs are intended as management tools for use by U.S. Delphi units, except Delphi Packard, to encourage mutually agreeable separation or retirement of employees who are deemed redundant and/or whose skills, experiences and/or abilities are deemed not to meet Delphi's needs in the future.

The Window and CTP are designed primarily for classified salaried employees. However, the CTP separation incentive may be offered on a very limited basis to selected executive employees who are not eligible for the Retirement Incentive Program (RIP).

Eligibility Provisions

- **For Both Windows:**
 - Candidates must have at least 10 years of credited service by the effective date of their retirements.
 - Candidates must be at least age 55 by December 31, 1999 and less than age 62 at retirement.
 - Candidates must be on an approved listing of candidates which passes necessary tax law non-discrimination testing (see page 1-2).
- **For Both CTPs:**
 - Candidates must have accrued at least one year length of service prior to the commencement of leaves of absence.
 - Candidates must be on an approved listing of candidates. The listing of those candidates to be provided Pension Protection must pass necessary tax law non-discrimination testing (see page 2-2).

General Program Provisions - Window and CTP

The following general provisions apply to candidates for both Windows and CTPs:

- Employees separating under Window A which is effective only on January 1, 1999 will be General Motors separations. Separations under Window B which are effective February 1, March 1, or April 1, 1999 will be Delphi Automotive Systems separations.
- All employees on CTP A or B leaves of absences who retire or separate at the conclusions of the leave will be separated from Delphi Automotive Systems.

These are management-initiated, mutually agreeable offerings which have been developed as tools to achieve salaried staffing targets and, in some cases, to replenish existing talent pools with individuals who possess necessary skills, experience and/or abilities.

Administrative Guidelines

Delphi Confidential

- Candidates who meet the eligibility provisions for both a Window and a CTP are to be given the option to participate in either one, but not both, of the offerings. No person may appear on the candidate list of both a Window and a CTP being offered at the same time. A Window eligible candidate who elects to participate in a CTP must sign a form so indicating. (Exhibit 7).
- In each case, participation in a Window or a CTP **must** be agreeable to the candidate.
- Candidates for a Window or CTP Pension Protection are not to be made formal offers to participate until the required candidate lists have passed the necessary tax law non-discrimination testing (see below) and have received management approval. Management approval of candidate lists for CTP without Pension Protection also is required. Management approval authority for all candidate lists expressly has been delegated by the Chair of the Employee Benefit Plans Committee. Such approval will be communicated at the earliest possible date by the Delphi Automotive Systems HRM.

NOTE: Tax law non-discrimination testing must be performed separately for both the Window (all candidates) and the CTP (Pension Protection eligible candidates only). An employee is a HCE (highly compensated employee) if total compensation (including pre-tax S-SPP contributions) exceeded \$80,000 for 1998. For preparation of candidate lists, each unit should assure that not more than 25% of the employees identified had compensation in excess of \$80,000 for calendar year 1998. Since 1998 total compensation will not be available, the GM Tax Staff will conduct testing and approve candidate lists based on 1998 projections.

- Candidates **must** be given the appropriate "Information for Candidates - Window" (EXHIBIT 1A or 1B) or "Information for Candidates - CTP" (EXHIBIT 2A or 2B).
- To be eligible, each participant **must** execute the prescribed "Delphi Automotive Systems Window Retirement Program Agreement" form (EXHIBIT 3A or 3B) or "Delphi Automotive Systems Career Transition Program Agreement" form (EXHIBIT 4A or 4B), which are described in more detail under the heading "Agreement Forms". In addition, candidates who become disabled prior to their effective date of retirement or leave of absence must execute the "Addendum To Change Delphi Automotive Systems Window Retirement Program Agreement" (EXHIBIT 5A or 5B) or the "Addendum to Change 1999 Delphi Career Transition Program Agreement" (EXHIBIT 6).
- All candidates **must** be given listings of other candidates and non-candidates, if they request such listings. All candidate request to review the lists should be documented and an appointment scheduled with the candidate to comply with the request. If copies are of the subject list are needed contact Betty Quenneville, Policy Development and Employee Relations Activity on (810)-986-4886 or 8-226-4886.

Samples of the subject lists are included herein as Attachment D and Attachment E

- Even though some candidates may indicate they intend to retire under a Window or separate under a CTP, whichever is applicable, they may change their minds at any time prior to the scheduled effective date, unless: (1) they have executed the appropriate agreement form, (2) the 7 calendar day revocation period has expired, and (3) management has relied on the candidate's initial declared intention and has made decisions regarding operations, staffing, redeployment, job assignment or employee placement.
- All approved Window candidates and those approved CTP candidates who are eligible for the Pension Protection feature of CTP **must** be advised of their eligibility for the respective program with sufficient lead time to separate if they choose to do so.
 - All approved Window A candidates separating, and CTP A candidates commencing leave of absence, January 1, 1999 must sign the Retirement/CTP Agreement no later than December 23, 1998. Seven calendar days to revoke the decision must be given. The 7 calendar days revocation period may not be waived.

Administrative Guidelines

Delphi Confidential

- All approved Window B and CTP B candidates are to be provided at least 45 calendar days to decide and 7 calendar days to revoke the decision. Candidates may choose to use, or not to use, the entire 45 calendar day decision period. The 7 calendar day revocation period, however, may not be waived. Further, there should be sufficient time to use vacation entitlement in the form of time off prior to separation or commencement of leave.
- Candidates also must be given the corresponding "Agreement" forms .
- To facilitate HCE identification, listings of such employees are available on a per unit basis. Contact Betty Quenneville of the GM Policy Development and Employee Relations activity at (810) 986-4886 (8-226) to arrange delivery of the listings.
- Window A retirements and CTP A leaves of absence must be effective January 1. Window B retirements and CTP B leaves must be effective February 1, March 1, or April 1, 1999.
- **All benefits under a Window and a CTP are subject to the terms and conditions of each respective benefit plan, including GM's or Delphi's right to increase or decrease certain benefits and to amend, to modify or to terminate any such benefit plan. No special considerations or promises (i.e., no "special deals") are to be made to participants in a Window or a CTP with respect to any future changes to any benefit plan (e.g., including health care).**

Specific Provisions for Both Windows

- Candidates ages 58-61 on the approved list of candidates for either Window A or Window B may retire with unreduced Salaried Retirement Program (SRP) benefits.
- Candidates ages 55-57 on the approved list of candidates for either Window A or Window B may retire with actuarially determined SRP benefits as follows:

Age	% Of Benefit	Memo: % of Benefit-Voluntary Ret.
57	93.5	69.4
56	87.3	63.5
55	81.6	57.9

- All age applications will be determined as of effective date of the individual's retirement, except otherwise eligible employees who will attain age 55 by December 31, 1999 will be allowed to participate in the Window. The 81.6% benefit applies to candidates who retire at any age less than 55 but will attain age 55 by December 31, 1999.
- Window participants will be provided Basic Life, Optional Life, Dependent Life, and Personal Accident Insurance, plus Health Care coverages on the same basis and conditions as other retired salaried employees receiving SRP benefits which are unreduced for age.
- Participants may leave their savings in the Savings-Stock Purchase Program (S-SPP) or take distributions per the S-SPP provisions.

All participants, who established spending accounts in the 1998 Flex Enrollment Process in November, 1997, may continue to submit claims for reimbursement for services incurred during 1998 through March 31, 1999. Participants in Window A or CTP A (i.e., retiring or commencing leaves effective January 1, 1999) will not be eligible for any of the spending account elections made in the 1999 Flex Enrollment Process. Participants in Window B or CTP B who established spending accounts in the 1999 Flex Enrollment Process may submit claims for reimbursement for services incurred during 1999 through March 2000. Further, such participants will be responsible to satisfy 1999 payment obligations to health care spending accounts, i.e., monies will be deducted from the last salary check to satisfy such obligations.

Administrative GuidelinesDelphi Confidential**CTP - Specific Provisions**

Leave of Absence/Salary Continuation: The CTP is designed to assist employees to transition to careers outside Delphi. For this purpose, special leaves of absence will be made available to certain regular salaried employees who have one or more years length of service and who sign the appropriate "Career Transition Program Agreement" form (**EXHIBIT 2A or 2B**) agreeing to separate from employment upon expiration of their leaves of absence. Salary continuation will be provided during these special leaves of absence.

Base salary and length of service at the commencement of the CTP leave of absence will be used in applying the following schedule:

<u>Length of Service (Years)</u>	<u>Months of Salary Continuation</u>
1 less than 5	6
5 less than 10	10
10 less than 15	13
15 or more	15

Participants will not accrue credited service, will not make contributions to the SRP or S-SPP and will have no disability benefits coverage or eligibility to apply for a total and permanent disability retirement during the period of salary continuation.

- **Benefit Continuation:** Benefit coverage available to all participating employees during a leave of absence will include:

- Corporation contributions for Basic Life Insurance coverage continues until expiration of the salary continuation period. Optional Life, Dependent Life, and Personal Accident Insurance provisions continue to apply on the same basis as for active employees.(i.e. coverage continues while contributions are made).

Note: Additional guidelines in connection with Life and Disability matters are included as Attachment A.

- Participants who have elected Long Term Care Insurance may continue their coverage through payroll deductions during the salary continuation period. When the salary continuation period ends, John Hancock Financial Services will contact them to determine their preferred method of payment.
- Participants currently enrolled in the Flexible Benefits Program will be permitted to continue participation during CTP leaves of absence while salary continuation is payable, as modified for health care under the following terms:
 - ◆ Participants, who are not eligible to retire at expiration of salary continuation, will have continued health care coverage available under either COBRA or CTP continuation. The participant must choose one or the other prior to commencement of the leave and contributions will be as noted below:

COBRA: Employee-paid at 102% of "full cost." All coverages available; maximum duration generally 18 months; conversion of core coverage (other than prescription drug, hearing aid, dental, vision or Extended Care Coverage) is available at expiration of the COBRA continuation period.

CTP: Dental coverage ceases at the end of the month the participants are last in active service and no conversion is available. Other coverages may be continued for the balance of the leave. For the first 6 months, participants on leave will make the same monthly contributions and other cost sharing payments as active employees (based on options elected and number of individuals covered). After 6 months, participants on leave pay 50% of the "full cost" of coverages that are

Administrative Guidelines

Delphi Confidential

continued as well as any applicable cost sharing that may be required based on the options elected. Upon separation, all coverages cease. Conversion policies for coverages other than prescription drug, hearing aid, vision and Extended Care Coverages are available from the carriers with whom participants were enrolled immediately preceding separation.

- ◆ Participants, who are eligible to retire with Corporation contributions toward health care coverages in retirement at the expiration of salary continuation, will be eligible for health care coverage on the same basis as regular employees during the salary continuation period. When such participants retire, continuation provisions applicable to salaried retirees will apply based on age and service on the date of retirement.
- Pension Protection for Longer Service Employees: The Pension Protection provision is available to certain participants (those who have 20 or more years of credited service at the commencement of leaves of absence, but are not eligible to retire at the conclusion of such leaves of absence) and provides the following:
 - The GM and Delphi SRP have been amended to increase the final average salary by 3% for each full year (noncompounded) until the earlier of age 60, commencement of deferred retirement benefits, death or date the participant elects a cash out.
 - Final average salary, for purposes of determining vested benefits, will not include salary received during the period of salary continuation.
 - Deferred retirement benefits under the SRP are payable on an unreduced basis at age 60. Alternatively, the participant may elect to have such benefits commence as early as age 55. In such case, however, the benefit would be reduced from age 65.
 - **The 3% Pension Protection provision and the provision for unreduced benefits as early as age 60 do not apply to employees who are eligible to retire at the conclusion of leaves of absence.**
- Loans from Savings-Stock Purchase Program (S-SPP): The GM and Delphi S-SPP have been amended to extend loan eligibility to all participants who have separated from GM or Delphi. Therefore, such former employees, who have separated as a result of CTP, will have access to their S-SPP assets via loans on the same basis as active salaried employees. Loans must be repaid by making monthly cash payments.

Pre-Decision and Reemployment Services

The firm of Right Management Consultants has been retained to assist candidates in making decisions relative to participating in a CTP. These include pre-decision career life counseling as well as financial inventory and review services. In addition, reemployment counseling and services will be available to those candidates who elect to participate in a CTP.

While the above described services are being offered principally to CTP candidates, pre-decision and/or reemployment services may be extended to Window candidates in those cases where these services will facilitate the candidate's decision to participate in the Window.

In order to enroll a CTP or Window candidate in the above described services, the unit should call Right Management Consultants at 1-800-948-6288. All charges relative to these services will be rebilled to the employing unit in accordance with the following schedule:

- Pre-Decision
 - Two hour individual/dual career/life consultants help to identify options for the candidate \$300/candidate
 - Two hour individual financial consultation 300/candidate

Administrative Guidelines

Delphi Confidential

• Reemployment

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| – Level 6, 7 and 8 candidates are provided individual reemployment services for 6 months. Services include individual consultation and training in career strategies, resume preparation, interviewing skills, networking techniques and individual consulting with individual office space and office support services. | \$6,000/candidate |
| – For level 3 through 5 candidates, provide a 3-day group reemployment training program including career assessment, resume preparation, interviewing skills and networking techniques, plus up to 3 one-on-one meetings over a 90-day period after the workshop. | \$2,000/candidate |

Operating Considerations

In recognition of the significant costs of these incentive separation programs, every effort must be made to limit any replacements to only those instances where it is absolutely necessary to meet the objectives of the business. In no case can the number of replacements for all Window participants, or CTP participants with 20 or more years of credited service, exceed 10% of those separating (i.e., one replacement for every ten acceptances). Participants in the CTP with less than 20 years of credited service will not be subject to any prescribed replacement rate. However, since the principal purpose of the CTP is staff reduction, and units have been given staff reduction targets, it is expected that the overall replacement rate will not exceed 50% (i.e., one replacement for every two acceptances). Further, replacement requests must be approved by the Delphi Strategy Board member (or designate).

Economics

The estimated average additional cost per participant is \$91,200 for the Window and \$81,000 for the CTP. The payback period is approximately .96 year for either of the programs. This is a substantial amount of money and should be taken into consideration by management as it plans and makes decisions relative to candidates, especially when considering replacements.

PRISM Coding, Reports, and Processing

PRISM will be utilized to implement 1999 Window and CTP transactions and to provide information for tax law non-discrimination testing and management reporting. The transaction codes will be coordinated with payroll and appropriate benefits systems.

- Input Timing and Codes for Testing and Reporting: For the purpose of tax law non-discrimination testing and system input for both Window and CTP, candidate lists must be submitted as follows:

<u>Anticipated Retirement or Leave Commencement Date</u>	<u>"IS" (Incentive Separation) Input Deadline</u>
January 1 through April 1	November 16, 1998

Candidacy information must be input on the Incentive Separation (IS) screen of the Special Situations Menu of PRISM. Such input does not require generation of a GM-215. The following steps are required:

1. Enter the candidate's Social Security Number.
2. Enter the Effective Date - This is the date of potential separation on the IS screen.
3. Enter the appropriate Incentive Separation Code as follows:

Administrative Guidelines

Delphi Confidential

◆ For Window candidates	DASW
◆ For CTP candidates	
DAST	For candidates who will be eligible to retire at the conclusion of the salary continuation period.
DASY	For candidates not eligible to retire at the conclusion of the salary continuation period but who will have 20 or more years credited service at the commencement of their leaves of absence (i.e., those eligible for Pension Protection).
DASZ	For candidates not eligible to retire and who will not have 20 or more years of credited service at the commencement of their leaves of absence.

Tax law non-discrimination testing only will be performed for CTP candidates who are not eligible to retire but who have 20 or more years credited service.

When each "IS" input deadline is reached, that portion of the file will be frozen and closed to changes. Immediately following this data entry deadline, will begin tax law non-discrimination testing and preparation of the Window and CTP candidate lists from the data entered.

In addition, PRISM ad hoc reports can be developed locally for unit specific use. Examples would be a list of candidate names or an analysis of 1999 Window and/or CTP candidates. The PRISM field name for the "Incentive Code" field is INCENT_CD and for the "Incentive Date" field is INCENT_DT.

- **PRISM Transaction Processing:** Delphi units will be notified of approved candidates after tax law non-discrimination testing is completed. Thereafter, once employees have agreed to participate in the Window or CTP, transactions should be handled as follows:

- **Window Transactions:** Once a candidate has agreed to participate in the Window, entries must be made to the Unapproved Transaction (UT) screen. Retiring employees are to go from employment category "Regular Active" (RA) or "International Service Personnel U.S." (RH) to employment category "Separated" (SE) with a status action code of "6G" for employees who are 60-61 years of age and a status action code of "6J" for employees who are 55-59 years of age (includes employees who will become age 55 by December 31, 1999).
- **CTP Transactions:** Once a candidate has agreed to participate in The CTP, entries must be made to the Unapproved Transaction (UT) screen for both the leave of absence and separation transactions. The two transactions may be entered on the UT screen at the same time. First, enter the leave of absence and then the separation transaction utilizing the appropriate codes from Attachment B:

- ◆ The "Comments" section of the GM-215 covering all leave of absence transactions should include the notation:

"Career Transition Leave of Absence. Leave of Absence/Salary Continuation for _____ months ending _____. 1999 vacation for 2/1, 3/1, and 4/1 leaves of absence will be taken prior to start of leave of absence. CTP candidates will not be eligible for 2000 vacation."

- ◆ For the corresponding separation transaction, the GM-215 should include one of the following:

"Normal/Voluntary Retirement" (as appropriate) - for employees who will retire following CTP

Administrative Guidelines

Delphi Confidential

OR

"Special Separation Following Career Transition Leave of Absence. Employee eligible for Pension Protection coverage of 1999 Career Transition Program" - for employees who will not retire but who are eligible for the Pension Protection feature of CTP.

OR

"Special Separation following Career Transition Leave of Absence" - for employees who are not eligible to retire and are not eligible for the Pension Protection feature of CTP.

Retirement Processing for Window

Instructions for the processing of 1999 Window retirements in the Pension and Retirement System (PARS) are attached as **Attachment C**. The GM Pension Administration Center (PAC) will process 1999 Window retirements only for those participants who have been approved by the Corporation. Further, individual employees will not be able to request a Window retirement estimate. All estimates for Window retirements must be requested by the candidate's Personnel activity. **Attachment C-1** includes the format Personnel representatives are to use when asking for Window retirement estimates.

Voluntary and Normal retirements for those participants who will retire upon completion of their Special Leave of Absence-Career Transition will be processed in the usual manner in the PARS.

Agreement Forms

- **"1999 Delphi Window Retirement Program Agreement"** (Window Agreement) **EXHIBIT 3** and **"1999 Delphi Career Transition Program Agreement"** (CTP Agreement) **EXHIBIT 4**: As stated above, as a condition of eligibility, it will be necessary for each participant in these programs to sign the appropriate Window or CTP Agreement prior to the effective date of retirement or CTP leave of absence agreeing to the terms and conditions of the respective offerings. Copies of the Agreements should be reproduced locally. (Please remove the **EXHIBIT** designation and page numbers before copying.) Because the Agreements to be used for these separation incentive programs are different, Agreements used for any other incentive separation programs are not to be used.
- **Addendum To Change "1999 Delphi Window Retirement Program Agreement"** **EXHIBIT 5A** or **B** and **Addendum To Change 1999 Delphi Career Transition Program Agreement** **EXHIBIT 6**: In the event a candidate who has accepted an authorized offer to participate in the Window or CTP, subsequently becomes disabled, is disabled at the time retirement under the Window or leave of absence under the CTP is scheduled to begin, and still wishes to retire or go on leave as scheduled, the appropriate Addendum must be executed. In so doing, be certain the effective date for commencement of the retirement, or leave of absence, is the same on the Agreement form and the Addendum to it.

By signing either Addendum, participants waive salary continuation payments associated with disability benefits in favor of payments and/or benefits under the Window or CTP.

These Addendums do not apply to benefits under Workers' Compensation laws. Situations in which a participant eligible for the Window or CTP is being paid Workers' Compensation, or has a Workers' Compensation case in litigation, should be discussed with the Unemployment and Workers' Compensation Activity (313) 556-3397 (8-346) for appropriate handling.

Additional information regarding the CTP "Addendum" is contained in **Attachment A**.

Administrative Guidelines

Delphi Confidential

Other Provisions

- The benefit provisions described in the above Window and CTP are subject to the terms of each applicable benefit plan including the Corporation's (GM or Delphi) reservation of its right to increase or decrease certain benefits and to amend, to modify or to terminate any such plan. No special considerations or promises (i.e., no "special deals") are to be made to participants in the Window or CTP with respect to any future changes to any benefit plan (e.g., health care).
- General Motors and Delphi, as administrator of the Window and CTP, shall have discretionary authority to interpret and apply all Window and CTP provisions and shall resolve all questions arising in the administration and application of the Window and CTP.
- While it is management's responsibility to identify candidates, participation in the Window and CTP must be agreed to by participants in writing. However, employees will not be barred from consideration if, on their own initiative, they indicate an interest in either the Window or CTP. In such cases they must meet the eligibility criteria for the Window or CTP and management has the final decision to determine whether or not it is in the Corporation's best interest to offer participation.
- Utilization of the Window, and the applicable portion of the CTP involving participants having 20 or more years of credited service, must result in at least a nine-for-ten reduction in salaried staffing levels (i.e., one replacement for every ten acceptances) and must be approved by the Strategy Board member having jurisdiction over the requesting unit. Further, the reduction must occur no more than one level below that of the separating participant. Participants in the CTP with less than 20 years of credited service will not be subject to any prescribed replacement rate. However, since the principal purpose of the CTP is staff reduction, and units have been given staff reduction targets, it is expected that the overall replacement rate will not exceed 50%, (i.e., one replacement for every two acceptances).
- Participants exiting under the Window and CTP will not be eligible to be reemployed by General Motors or Delphi, its subsidiaries, affiliated companies or any entity in which General Motors or Delphi has an ownership interest. Adherence to this provision is key if General Motors and Delphi are to achieve their competitive needs.

All 1999 stock option grants (if any) will be terminated

- Any stock options retained by participants must be exercised within 5 years of the effective date of retirement for the Window or within 3 years of the commencement of a CTP leave of absence. Any required "holding period" is included in these time limits.
- Employees with "unsatisfactory performance" are not eligible for the Window or CTP. Their situations should be reviewed with the objective of improved performance or separation via the "final release" classification. Moreover, once candidates have accepted an offer to participate, they must maintain satisfactory performance levels until such time as they leave the work force.
- The Window and the CTP are governed by the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).
- The prescribed appeal procedure for denied participation in either the Window or the CTP is through the Delphi Open Door Policy. The employing unit head will make the final decision for Delphi.

ATTACHMENT A

**Life And Disability Matters Connected With The
1999 Delphi Career Transition Program (CTP)**

Guidelines in connection with Life and Disability Benefits Program matters, as they apply to the 1999 CTP, are the same as those found in Ms. Barbara J. Mahone's IRIS letter dated April 2, 1993 (L&D 93-1) covering the 1993 CTP.

Topics included in the 1993 CTP guidelines include:

1. Life insurance continuation;
2. Sickness and Accident Benefits continuation;
3. Disability beginning subsequent to approval of the CTP leave and prior to commencement of the leave period;
4. Disability beginning prior to offer of the CTP leave;
5. Disability commencing after the CTP leave has begun and during the S&A continuation period;
6. Disability commencing after the CTP leave has begun and after S&A continuance period has expired;
7. EDB coverage continuation;
8. Employees currently on disability leaves who are receiving EDB, and employees who likely will become eligible for EDB;
9. Executives placed on the CTP leave;
10. Executives eligible to retire at the end of the CTP leave; and
11. Executives ineligible to retire under the Salaried Retirement Program at the end of the CTP leave.

Salaried Personnel Administrators who contemplate offering the 1999 CTP to employees: (1) who are on disability leave prior to the offering of the CTP and (2) who become disabled after having accepted the CTP, are to adhere to the guidelines communicated in Ms. Mahone's April 2, 1993 letter.

In addition, attached as **EXHIBIT 6** is an "Addendum to Change Career Transition Program Agreement" which is to be reproduced locally (without the **EXHIBIT 6** indication) and must be signed by exiting disabled employees and appropriate representative of local management. A copy is to be given to the disabled employee and the original is to be retained with the employee's personnel records.

Questions concerning this matter are to be directed to Mr. Michael Fligstein (313) 556-4419 or 8-346-4419.

ATTACHMENT B

**Summary Of Transactions/Key Provisions
For The Career Transition Programs (CTPs)**

	<u>PRISM Employment Category</u>	<u>Employees Eligible to Retire</u>	<u>Employees Not Eligible to Retire But 20+ Years Credited Service</u>	<u>Employees Not Eligible to Retire & Less Than 20 Years Credited Service</u>
During Planning/ Nominating Period	RA, RH	IS Screen Code DAST	IS Screen Code DASY	IS Screen Code DASZ
	<u>PRISM Status Action</u>	Career Trans lv. 7T (Retirement)	Career Trans lv. 7Y (Pen. Protection)	Career Trans lv. 7Z (Spec. Separ.)
During Salary Continuation/ Leave of Absence	<u>PRISM Employment Category</u>	LV	LV	LV
	<u>Benefits</u>	Flex Options	COBRA/ Program	COBRA/ Program
	<u>Effective Date</u>	1st day of the month	1st day of the month	1st day of the month
	<u>PRISM Status Action</u>	Retire 6D (Vol) Retire 6K (Normal) Retire 6X (Quit)	Sep-Career Trans 5Y (Pen. Protection)	Sep-Career Trans 5Z (Spec. Separ.)
	<u>PRISM Employment Category</u>	SE	SE	SE
Following Salary Continuation/ Leave of Absence	<u>Benefits</u>	Retirement Coverage	None	None
	<u>Pension Protection</u>	No	Yes	No
	<u>S-SPP Loan Eligibility Following Separation</u>	Yes	Yes	Yes
	<u>Effective Date</u>	1st day of the month	Last day of Sal. Continuation	Last day of Sal. Continuation

Note: Special attention to proper application of CTP codes is important to insure employees receive the proper benefit treatment based on their eligibility and also for accurate reporting. Before making coding decisions, factors such as retirement eligibility, credited service and length of service should be carefully checked to insure proper treatment of participants.

Attachment C

GM Pension Administration (PAC) Guidelines For Retirement Estimates And Processing The 1999 Delphi Window Retirement Program

Retirement Estimate Requests

In order to provide the best service, PAC is requesting a candidate list be prepared. **Attachment D-1** should be used for this purpose. To avoid unnecessary work, please do not request estimates for employees who will not be made candidates or for whom you know there is no likelihood of acceptance.

When submitting this request, include a copy of the IMS PRISM Employment/Compensation History - R02 (preferably showing interval months between salary increases) for each identified employee. **Attachment D-1** should be submitted to PAC as soon as it is complete, but in no event later than the dates indicated below.

<u>Retirement Date</u>	<u>Attachment D-1 Deadline</u>
Jan 1, 1999	ASAP
Feb. 1, 1999	
March 1, 1999	
April 1, 1999	

Attachment D-1 and PRISM Histories can be either (1) faxed to the PAC at (248) 262-2300 (8-282), (2) mailed via express service to GM Pension Administration Center, 26533 Evergreen Road, 3rd Floor, Southfield, MI 48076, or (3) mailed to GM Pension Administration Center, P.O. Box 5014, Southfield, MI 48086-5014.

PAC will instruct any employee who calls and requests a Window estimate to contact their Personnel Department. **FURTHER, NO WINDOW RETIREMENT ESTIMATE REQUESTS WILL BE ACCEPTED OVER THE PHONE.**

Employee requests for an estimate for multiple retirement dates should be discouraged. Prior to forwarding such a request to PAC, the employee should be informed that the approximate difference per month to the monthly benefit amount is \$10.00. If the employee is not satisfied with that information, then submit **Attachment D-1** to PAC to request the additional retirement estimate(s). Further, the employee should be reminded that the final retirement authorization forms will reflect the actual amount to be paid.

All retirement estimate forms will be prepared and sent to the requesting Personnel Department as soon as possible after receipt of the written request. Please note that due to tight processing time frames, individuals retiring January 1 may not receive their first check until February 1, which will include the January and February payments. In this regard, all required paperwork for January 1 retirement must be completed and received by PAC by December 23, 1998 to receive a retirement check on January 1. The required paperwork to provide a timely February 1, March 1, or April 1 retirement check must be received by PAC by January 21, February 18, or March 15, respectively.

Retirement Processing

PAC will send a "Retirement Forms Package" to an employee after receipt of a signed copy of the "1999 Delphi Window Retirement Program Agreement" (**EXHIBIT 3**). Delphi locations can either fax or mail the signed Agreement to PAC. If the Delphi location chooses to fax the Agreement, the original must still be sent to PAC for retention in the employee's Master Retirement File. When an original Agreement form is sent to PAC and has been preceded by a fax copy, please make the notation, "PREVIOUSLY FAXED," at the top of the original form. No payments will be authorized by the PAC without an original Agreement form. In addition, please make sure that all Agreements contain the employee's social security number.

Attachment C

Approval for Retirement Payment

To ensure all processing is complete, PAC will approve a Window for payment only after verifying that 1) the incentive separation code appears in PARS, 2) there is an original signed "1999 Delphi Window Retirement Program Agreement.

Questions Regarding Window Retirements

PAC has organized a special team to answer any questions. If you have any questions, please contact a member of the special team as follows:

Classified Employees- (248) 262-7557 (8-282)
(248) 386-6751 (8-282)

Attachment C1

Requests For Estimated Benefits

**1999 Delphi Window Retirements
January 1, 1999 Through April 1, 1999**

NOTE: Please place an asterisk () next to the name of any executive employee listed above.*

**Requester
Name:**

Phone
Number: _____

Delphi Unit:

Address: _____

Attachment D

Sample List
Certification/Age Summary of Candidates
(1999 Delphi Window Retirement Programs
or Career Transition Programs)

<u>Classification(s)</u>	<u>Ages of Candidates</u>	
Assistant Transportation Manager	56	1
	58	1
	59	1
	60	1
Associate Administrator	55	2
	56	1
	57	1
	58	1
	60	2
	61	3

Attachment E

Sample List
Certification/Age Summary of Non Candidates
(1999 Delphi Window Retirement Programs
or Career Transition Programs)

<u>Classification(s)</u>	<u>Ages of Non Candidates</u>
Assistant Transportation Manager	27 1 28 1 33 1 34 1 38 1 39 1 41 1 42 1 43 1 44 3 45 1 46 2 48 1 50 2 51 1 55 3 57 1
Associate Administrator	27 3 30 12 31 14 32 17 33 11 34 16 35 21 36 20 37 28 38 42 39 26 40 30 41 29 42 31 43 19 44 32 45 46 46 48 47 34 48 34 49 42 50 41 51 32 52 15 53 9 54 10 55 8 56 11 57 7 58 12 59 10 60 9 61 13 62 5 64 2

EXHIBIT 1A

1999 Delphi Window Retirement Program (Window) Information For Candidates

General Motors (GM) and Delphi Automotive Systems (Delphi) have approved a Window Amendment to the General Motors Retirement Program for Salaried Employees (Window) for offering to selected eligible salaried employees in U.S. units and U.S. sourced International Service Personnel on January 1, 1999.

Eligibility Provisions

- ◆ Employees ages 55-61 whose skills, experiences, abilities and/or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least 10 years of credited service by the effective date of their retirement.
- ◆ Employees must be at least age 55 by December 31, 1999 and less than age 62 at retirement.
- ◆ Employees must be on an approved listing of candidates (see Approval Requirements and Procedures).

Retirement Provisions

Under this Window, retirements will be effective January 1, 1999. The Window will:

- ◆ Provide participants, ages 58-61 on the approved list, with unreduced Salaried Retirement Program (SRP) benefits.
- ◆ Provide participants, ages 55-57 on the approved list, with actuarially determined SRP benefits.
- ◆ Allow selected candidates who will attain age 55 by December 31, 1999 to participate. All other age applications will be as of the effective date of retirement. The 81.6% benefit applies to candidates who retire at any age less than 55 but will attain age 55 by December 31, 1999.

Other Benefit Provisions

In addition to Retirement Benefits, the Window will:

- ◆ Provide Basic Life, Optional Life, Dependent Life and Personal Accident Insurance, plus Health Care coverages on the same basis as other retired salaried employees receiving retirement benefits which are unreduced for age.
- ◆ Allow participants, who previously established spending accounts in the 1998 Flex Enrollment Process to continue to submit claims for reimbursement for expenses incurred in 1998, through March of 1999. However, such participants will be responsible to satisfy payment obligations to health care spending accounts, i.e., monies will be deducted from the last salary check to satisfy such obligations.
- Participants who retire January 1 will not be eligible for any provision of Flex 1999 since employment ends effective December 31, 1998.
- ◆ Allow participants to leave their savings in the Savings-Stock Purchase Program (S-SPP) or take distributions per the S-SPP provisions.

EXHIBIT 1A

Approval Requirements and Procedures

Candidates for the Window must be actively employed and nominated by management. Participation is limited to candidates whose names are officially approved for inclusion on the candidate list by an expressly delegated authorized representative acting on behalf of General Motors Corporation and Delphi Automotive Systems. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for Window retirement. Once a candidate is approved, the following provisions apply:

- ◆ All approved candidates must be advised with sufficient lead time to retire if they choose to do so.
- ◆ Approved candidates must properly execute the "1999 Delphi Automotive Systems Window Retirement Program Agreement" no later than December 23, 1998.
- ◆ Approved candidates cannot be prevented from retiring if they so choose.
- ◆ Approved candidates cannot be forced to retire.

Even though candidates whose participation has been approved may indicate they intend, or do not intend, to separate under the Window, they may change their minds at any time prior to the scheduled effective date of retirement. However, if candidates have properly executed the "1999 Delphi Window Retirement Program Agreement", the election of the candidates to retire will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.

- ◆ Employees ages 55 through 61 whose participation has not been approved (whose names are not on the approved list) will not be eligible to retire under the provisions of the Window.

General Conditions

- ◆ Candidates who meet the eligibility provisions for both the Window and the CTP may be given the option to participate in either one, but not both, of the offerings. A Window eligible candidate who elects to participate in a CTP must sign a form so indicating the CTP election.
- ◆ While it is management's responsibility to nominate candidates for participation in the Window, employees will not be barred from consideration if, on their own initiative, they indicate an interest in the Window. In such cases, they must meet the eligibility criteria for the Window. Management will make the final decision to determine whether or not it is in Delphi's best interest to permit participation.
- ◆ Participation in this Window will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ GM, as Program Administrator, shall interpret Window provisions and resolve all issues arising in the administration and application of the Window.
- ◆ Participants in this Window will not be eligible to be reemployed by Delphi, GM, its subsidiaries, affiliated companies or companies in which GM or Delphi has an ownership interest. Adherence to this provision is key if Delphi is to achieve its competitive needs.
- ◆ Each participant in this Window will be required to sign the "1999 Delphi Window Retirement Program Agreement". Candidates will be offered a sufficient period of time to consider participation in the Window. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney or advisor of their choosing. In addition, there will be a 7 calendar day revocation period once a candidate has agreed to participate in the Window.

EXHIBIT 1A

- ◆ Candidates who accept an offer to retire under the provisions of this Window must maintain satisfactory performance for as long as they remain employed by Delphi.
- ◆ Employees with unsatisfactory performance are not eligible for this Window. Their situations will be reviewed with the objective of improved performance or separation via the "final release" classification.

Limit On Benefits

All benefits under the Window are subject to all terms and conditions of each respective benefit plan, including the right of GM to increase or decrease certain benefits and to amend, to modify or to terminate any such benefit plan. No one is authorized to offer a candidate special considerations or promises (i.e., no "special deals") with respect to any future changes to any benefit plan (e.g., health care).

Appeal Procedure

In the event an employee is denied participation in the Window and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing unit head will make the final decision for Delphi.

ERISA

This Window is governed by provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Named Fiduciary with respect to GM Benefit Plans exclusive of the investment of such plan's assets, is the Executive Committee of the Board of Directors of General Motors Corporation. The Plan Administrator is General Motors Corporation. Other information describing your rights under ERISA is contained in the booklets entitled "Your GM Benefits" and "Your Benefits in Retirement".

EXHIBIT 1B

1999 Delphi Window Retirement Program (Window) Information For Candidates

Delphi Automotive Systems (Delphi) has approved a Window Amendment to the Delphi Automotive Systems Retirement Program for Salaried Employees (Window) for offering to selected eligible salaried employees in U.S. units and U.S. sourced International Service Personnel the period of February 1 through April 1, 1999.

Eligibility Provisions

- ◆ Employees ages 55-61 whose skills, experiences, abilities and/or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least 10 years of credited service by the effective date of their retirement.
- ◆ Employees must be at least age 55 by December 31, 1999 and less than age 62 at retirement.
- ◆ Employees must be on an approved listing of candidates (see Approval Requirements and Procedures).

Retirement Provisions

Under this Window, retirements will be effective February 1, March 1, or April 1, 1999. The Window will:

- ◆ Provide participants, ages 58-61 on the approved list, with unreduced Salaried Retirement Program (SRP) benefits.
- ◆ Provide participants, ages 55-57 on the approved list, with actuarially determined SRP benefits.
- ◆ Allow selected candidates who will attain age 55 by December 31, 1999 to participate. All other age applications will be as of the effective date of retirement. The 81.6% benefit applies to candidates who retire at any age less than 55, but will attain age 55 by December 31, 1999.

Other Benefit Provisions

In addition to Retirement Benefits, the Window will:

- ◆ Provide Basic Life, Optional Life, Dependent Life and Personal Accident Insurance, plus Health Care coverages on the same basis as other retired salaried employees receiving retirement benefits which are unreduced for age.
- ◆ Allow participants, who previously established spending accounts in the 1998 Flex Enrollment Process to continue to submit claims for reimbursement for expenses incurred in 1998, through March of 1999
- ◆ Allow participants, who previously established spending accounts in the 1999 Flex Enrollment Process to continue to submit claims for reimbursement for services incurred in 1999, through March of 2000. However, such participants will be responsible to satisfy payment obligations to health care spending accounts, i.e., monies will be deducted from the last salary check to satisfy such obligations.
- ◆ Allow participants to leave their savings in the Savings-Stock Purchase Program (S-SPP) or take distributions per the S-SPP provisions.

EXHIBIT 1B

Approval Requirements and Procedures

Candidates for the Window must be actively employed and nominated by management. Participation is limited to candidates whose names are officially approved for inclusion on the candidate list by an expressly delegated authorized representative acting on behalf of Delphi Automotive Systems. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for Window retirement. Once a candidate is approved, the following provisions apply:

- ◆ All approved candidates must be advised with sufficient lead time to retire if they choose to do so.
- ◆ Approved candidates must properly execute the "1999 Delphi Automotive Systems Window Retirement Program Agreement".
- ◆ Approved candidates cannot be prevented from retiring if they so choose.
- ◆ Approved candidates cannot be forced to retire.

Even though candidates whose participation has been approved may indicate they intend, or do not intend, to separate under the Window, they may change their minds at any time prior to the scheduled effective date of retirement. However, if candidates have properly executed the "1999 Delphi Window Retirement Program Agreement", the election of the candidates to retire will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.

- ◆ Employees ages 55 through 61 whose participation has not been approved (whose names are not on the approved list) will not be eligible to retire under the provisions of the Window.

General Conditions

- ◆ Candidates who meet the eligibility provisions for both the Window and the CTP may be given the option to participate in either one, but not both, of the offerings. A Window eligible candidate who elects to participate in a CTP must sign a form so indicating the CTP election.
- ◆ While it is management's responsibility to nominate candidates for participation in the Window, employees will not be barred from consideration if, on their own initiative, they indicate an interest in the Window. In such cases, they must meet the eligibility criteria for the Window. Management will make the final decision to determine whether or not it is in Delphi's best interest to permit participation.
- ◆ Participation in this Window will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ Delphi, as Program Administrator, shall interpret Window provisions and resolve all issues arising in the administration and application of the Window.
- ◆ Participants in this Window will not be eligible to be reemployed by Delphi, GM, its subsidiaries, affiliated companies or companies in which GM or Delphi has an ownership interest. Adherence to this provision is key if Delphi is to achieve its competitive needs.
- ◆ Each participant in this Window will be required to sign the "1999 Delphi Window Retirement Program Agreement". Candidates will be offered a 45 calendar day period to consider participation in the Window. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney or advisor of their choosing. In addition, there will be a 7 calendar day revocation period once a candidate has agreed to participate in the Window.

EXHIBIT 1B

- ◆ Candidates who accept an offer to retire under the provisions of this Window must maintain satisfactory performance for as long as they remain employed by Delphi.
- ◆ Employees with unsatisfactory performance are not eligible for this Window. Their situations will be reviewed with the objective of improved performance or separation via the "final release" classification.

Limit On Benefits

All benefits under the Window are subject to all terms and conditions of each respective benefit plan, including the right of Delphi to increase or decrease certain benefits and to amend, to modify or to terminate any such benefit plan. No one is authorized to offer a candidate special considerations or promises (i.e., no "special deals") with respect to any future changes to any benefit plan (e.g., health care).

Appeal Procedure

In the event an employee is denied participation in the Window and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing unit head will make the final decision for Delphi.

ERISA

This Window is governed by provisions of the Employee Retirement Income Security Act of 1974 (ERISA).. The Plan Administrator is Delphi Automotive Systems. Other information describing your rights under ERISA is contained in the booklets describing employee benefits.

EXHIBIT 2A

1999 Delphi Career Transition Program (CTP) Information For Candidates

General Motors and Delphi have approved a Career Transition Program (CTP) for offering to selected eligible salaried employees in U.S. units and U.S. sourced International Service Personnel on January 1, 1999.

Eligibility Provisions

- ◆ Employees whose skills, experiences, abilities and/or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least one year length of service prior to the commencement of leaves of absence.
- ◆ Employees must be on an approved listing of candidates (see Approval Requirements and Procedures).

Career Transition Provisions

Under the CTP, leaves of absence will be effective January 1, 1999.

- ◆ Participants, who have agreed to separate from Delphi employment upon expiration of leaves of absence, will be provided salary continuation payments during these special leaves of absence.
- ◆ Base salary and length of service at the commencement of the CTP leave of absence will be used in applying the following schedule:

<u>Length of Service (Years)</u>	<u>Months of Salary Continuation</u>
1 less than 5	6
5 less than 10	10
10 less than 15	13
15 or more	15

- ◆ Certain participants (i.e., those with 20 or more years of credited service at the commencement of leaves of absence and who are not eligible to retire at the conclusion of such leaves of absence) will be eligible for a Pension Protection feature under which the final average salary for deferred pension purposes will be increased as described later in this document.
- ◆ Candidates will be eligible for pre-decision career/life counseling to assist them in arriving at a participation decision.
- ◆ Candidates who elect to participate in the CTP will be eligible for post-decision career transition support, which includes career assessment and consultation, resume preparation, etc.

EXHIBIT 2A

Approval Requirements and Procedures

Candidates for the CTP must be nominated by management and approved by an expressly delegated authorized representative acting on behalf of the General Motors Corporation and Delphi Automotive Systems. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for the CTP. Provisions applicable to candidates eligible for the CTP are:

- ◆ Participation in the Pension Protection provision of the CTP is limited to those candidates who have 20 or more years credited service but are not eligible to retire at the expiration of the CTP leave of absence. Such candidates must be on a separate, officially approved candidate list which has passed required tax law non-discrimination testing.
- ◆ All approved candidates must be advised with sufficient lead time to accept the CTP if they choose to do so.
- ◆ Approved candidates must properly execute the "1999 Delphi Career Transition Program Agreement" no later than December 23, 1998.
- ◆ Approved candidates cannot be prevented from separating if they so choose.
- ◆ Approved candidates cannot be forced to accept the CTP.
- ◆ Even though candidates whose participation has been approved may indicate they intend, or do not intend, to accept the CTP, they may change their minds at any time prior to the scheduled effective date of their leave of absence. However, if candidates have properly executed the "1999 Delphi Career Transition Program Agreement", the election of the candidates to separate will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.
- Employees whose participation has not been approved (whose names are not on the approval list) will not be eligible for benefits under the provisions of the CTP.

General Conditions

- ◆ Candidates who meet the eligibility provisions for both a Window and a CTP may be given the option to participate in either one, but not both, of the offerings. No person may appear on the candidate list of both a Window and CTP being offered at the same time.
- ◆ While it is management's responsibility to nominate candidates for participation in the CTP, employees will not be barred from consideration if, on their own initiative, they indicate an interest in the CTP. In such cases, they must meet the eligibility criteria for the CTP. Management will make the final decision to determine whether or not it is in Delphi's best interest to permit participation.
- ◆ Participation in the Pension Protection provision of the CTP will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ Delphi, as Program Administrator, shall interpret program provisions and resolve all issues arising in the administration and application of the CTP.
- ◆ Participants separating under the CTP will not be eligible to be reemployed by Delphi, GM, its subsidiaries, affiliated companies or companies in which Delphi or GM has an ownership interest. Adherence to this provision is key if Delphi is to achieve its competitive needs.
- ◆ Each participant in the CTP will be required to sign the "1999 Delphi Career Transition Program Agreement". Candidates will be offered a sufficient period of time to consider participation in the CTP. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney or advisor of their choosing. In addition, there will be a 7 calendar day revocation period once a candidate has agreed to participate in the CTP.

EXHIBIT 2A

- ◆ Candidates who accept an offer to separate under the provisions of the CTP must maintain satisfactory performance for as long as they remain employed by Delphi.
- ◆ Employees with unsatisfactory performance are not eligible for the CTP. Their situations will be reviewed with the objective of improved performance or separation via the "final release" classification.

Impact On Benefits

All benefits under the CTP are subject to all terms and conditions of each respective benefit plan including the right of Delphi to increase or decrease certain benefits and to amend, to modify or to terminate any such benefit plan. No one is authorized to offer a candidate any special considerations or promises (i.e., no "special deals") with respect to any future changes to any benefit plan (e.g., health care).

Benefit coverages available to participants during leaves of absence are as follows:

- ◆ Participants **will not accrue credited service**, will not make contributions to the Salaried Retirement Program (SRP) or Savings-Stock Purchase Program (S-SPP), will have no Delphi disability benefits coverage, and are not eligible to apply for a total and permanent disability retirement during the period of salary continuation.
- ◆ Corporation contributions for Basic Life Insurance coverage continue until expiration of the salary continuation period. Optional Life, Dependent Life, and Personal Accident Insurance provisions continue to apply on the same basis as for active employees during the salary continuation period.
- ◆ Participants who have elected Long Term Care Insurance may continue their coverage through payroll deductions during the salary continuation period. When the salary continuation period ends, John Hancock Financial Services will contact them to determine their preferred method of payment.
- ◆ Participants currently participating in the Flexible Benefits Program will be permitted to continue participation during CTP leaves of absence while salary continuation is payable, as modified for health care under the following terms:
 - Participants, who are not eligible to retire at expiration of salary continuation, will have continued Health Care coverage available under either COBRA or CTP continuation. Participants must choose one or the other prior to commencement of the leave and contributions will be as noted below:

COBRA: Employee-paid at 102% of "full cost." All coverages available; maximum duration generally 18 months; conversion of core coverage (other than prescription drug, hearing aid, dental, vision or Extended Care Coverage) is available at expiration of the COBRA continuation period.

CTP: Dental coverage ceases at the end of the month participants are last in active service and no conversion is available. Other coverages may be continued for the balance of the leave. For the first 6 months, participants on leave will make the same monthly contributions and other cost sharing provisions as active employees (based on options elected and number of individuals covered). After 6 months, participants on leave pay 50% of the "full cost" of coverages that are continued as well as any applicable cost sharing that may be required based on the options elected. Upon separation, all coverages cease. Conversion policies for coverages other than prescription drug, hearing aid, vision and Extended Care Coverage are available from the carriers with whom the participants were enrolled immediately preceding separation.

EXHIBIT 2A

- Participants, who are eligible to retire at the expiration of the salary continuation period, will be eligible for Health Care coverage on the same basis as regular active employees during the salary continuation period. When such participants retire, continuation provisions applicable to salaried retirees will apply for Health Care and Basic Life Insurance, based on age and service on the date of retirement.

Certain Benefits After Salary Continuation Period

The Pension Protection provision is available to participants who have 20 or more years of credited service at the commencement of leaves of absence but who are not eligible to retire at the expiration of such leaves of absence, and provides the following:

- ◆ The SRP has been amended to increase the final average salary by 3% for each full year (noncompounded) until the earlier of age 60, commencement of deferred retirement benefits, death, or date the participant elects a cash out.
- ◆ Final average salary for purposes of determining vested benefits will not include salary received during the period of salary continuation.
- ◆ Deferred retirement benefits under the SRP are payable on an unreduced basis at age 60. Alternatively, the participant may elect to have such benefits commence as early as age 55. In such case, however, the benefit would be on a reduced basis from age 65.
- ◆ **The 3% Pension Protection provision and the provision for unreduced benefits as early as age 60 do not apply to employees who are eligible to retire at the expiration of leaves of absence.**
- ◆ The S-SPP has been amended to extend loan eligibility to all participants who have separated from Delphi or GM. Therefore, such former employees, who have separated as a result of the CTP, will have access to their S-SPP assets via loans on the same basis as active Delphi or GM salaried employees. Loans must be repaid by making monthly cash payments.
- ◆ Participants, who previously established 1998 spending accounts in the Flex Enrollment Process, may continue to submit claims for reimbursement services incurred in 1998 through March of 1999. Further, such participants will be responsible to satisfy payment obligations to health care spending accounts, i.e., monies will be deducted from the last salary check to satisfy such obligations.

Appeal Procedure

In the event an employee is denied participation in the CTP and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing unit head will make the final decision for Delphi.

ERISA

The employee pension and welfare benefit plans encompassed in the CTP are governed by provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Plan Administrator is Delphi Automotive Systems. Other information describing your rights under ERISA is contained in the employee booklets describing benefits.

EXHIBIT 2B

1999 Delphi Career Transition Program (CTP) Information For Candidates

Delphi Automotive Systems have approved a Career Transition Program (CTP) for offering to selected eligible salaried employees in U.S. units and U.S. sourced International Service Personnel during the period of February 1, March 1, or April 1, 1999.

Eligibility Provisions

- ◆ Employees whose skills, experiences, abilities and/or positions are deemed by management not to meet Delphi's needs in the future.
- ◆ Employees must have at least one year length of service prior to the commencement of leaves of absence.
- ◆ Employees must be on an approved listing of candidates (see Approval Requirements and Procedures).

Career Transition Provisions

Under the CTP, leaves of absence will be effective February 1, March 1, or April 1, 1999.

- ◆ Participants, who have agreed to separate from Delphi employment upon expiration of leaves of absence, will be provided salary continuation payments during these special leaves of absence.
- ◆ Base salary and length of service at the commencement of the CTP leave of absence will be used in applying the following schedule:

Length of Service (Years)	Months of Salary Continuation
1 less than 5	6
5 less than 10	10
10 less than 15	13
15 or more	15

- ◆ Certain participants (i.e., those with 20 or more years of credited service at the commencement of leaves of absence and who are not eligible to retire at the conclusion of such leaves of absence) will be eligible for a Pension Protection feature under which the final average salary for deferred pension purposes will be increased as described later in this document.
- ◆ Candidates will be eligible for pre-decision career/life counseling to assist them in arriving at a participation decision.
- ◆ Candidates who elect to participate in the CTP will be eligible for post-decision career transition support, which includes career assessment and consultation, resume preparation, etc.

EXHIBIT 2B

Approval Requirements and Procedures

Candidates for the CTP must be nominated by management and approved by an expressly delegated authorized representative acting on behalf of Delphi Automotive Systems. This authorized representative has the final decision as to whether or not it is in Delphi's best interest to place an employee's name on the candidate list for the CTP. Provisions applicable to candidates eligible for the CTP are:

- ◆ Participation in the Pension Protection provision of the CTP is limited to those candidates who have 20 or more years credited service but are not eligible to retire at the expiration of the CTP leave of absence. Such candidates must be on a separate, officially approved candidate list which has passed required tax law non-discrimination testing.
- ◆ All approved candidates must be advised with sufficient lead time to accept the CTP if they choose to do so.
- ◆ Approved candidates must properly execute the "1999 Delphi Career Transition Program Agreement."
- ◆ Approved candidates cannot be prevented from separating if they so choose.
- ◆ Approved candidates cannot be forced to accept the CTP.
- ◆ Even though candidates whose participation has been approved may indicate they intend, or do not intend, to accept the CTP, they may change their minds at any time prior to the scheduled effective date of their leave of absence. However, if candidates have properly executed the "1999 Delphi Career Transition Program Agreement", the election of the candidates to separate will not be changed if management has made decisions regarding operations, staffing, redeployment, job assignment or employee placement, and the 7 calendar day revocation period has expired.
- Employees whose participation has not been approved (whose names are not on the approval list) will not be eligible for benefits under the provisions of the CTP.

General Conditions

- ◆ Candidates who meet the eligibility provisions for both a Window and a CTP may be given the option to participate in either one, but not both, of the offerings. No person may appear on the candidate list of both a Window and CTP being offered at the same time.
- ◆ While it is management's responsibility to nominate candidates for participation in the CTP, employees will not be barred from consideration if, on their own initiative, they indicate an interest in the CTP. In such cases, they must meet the eligibility criteria for the CTP. Management will make the final decision to determine whether or not it is in Delphi's best interest to permit participation.
- ◆ Participation in the Pension Protection provision of the CTP will be monitored to assure compliance with tax law non-discrimination requirements.
- ◆ Delphi, as Program Administrator, shall interpret program provisions and resolve all issues arising in the administration and application of the CTP.
- ◆ Participants separating under the CTP will not be eligible to be reemployed by Delphi, GM, its subsidiaries, affiliated companies or companies in which Delphi or GM has an ownership interest. Adherence to this provision is key if Delphi is to achieve its competitive needs.

EXHIBIT 2B

- ♦ Each participant in the CTP will be required to sign the "1999 Delphi Career Transition Program Agreement". Candidates will be offered a 45 calendar period of time to consider participation in the CTP. Candidates are encouraged to review the provisions and the terms of the Agreement with an attorney or advisor of their choosing. In addition, there will be a 7 calendar day revocation period once a candidate has agreed to participate in the CTP.
- ♦ Candidates who accept an offer to separate under the provisions of the CTP must maintain satisfactory performance for as long as they remain employed by Delphi.
- ♦ Employees with unsatisfactory performance are not eligible for the CTP. Their situations will be reviewed with the objective of improved performance or separation via the "final release" classification.

Impact On Benefits

All benefits under the CTP are subject to all terms and conditions of each respective benefit plan including the right of Delphi to increase or decrease certain benefits and to amend, to modify or to terminate any such benefit plan. No one is authorized to offer a candidate any special considerations or promises (i.e., no "special deals") with respect to any future changes to any benefit plan (e.g., health care).

Benefit coverages available to participants during leaves of absence are as follows:

- ♦ Participants **will not accrue credited service**, will not make contributions to the Salaried Retirement Program (SRP) or Savings-Stock Purchase Program (S-SPP), will have no Delphi disability benefits coverage, and are not eligible to apply for a total and permanent disability retirement during the period of salary continuation.
- ♦ Corporation contributions for Basic Life Insurance coverage continue until expiration of the salary continuation period. Optional Life, Dependent Life, and Personal Accident Insurance provisions continue to apply on the same basis as for active employees during the salary continuation period.
- ♦ Participants who have elected Long Term Care Insurance may continue their coverage through payroll deductions during the salary continuation period. When the salary continuation period ends, John Hancock Financial Services will contact them to determine their preferred method of payment.
- ♦ Participants currently participating in the Flexible Benefits Program will be permitted to continue participation during CTP leaves of absence while salary continuation is payable, as modified for health care under the following terms:
 - Participants, who are not eligible to retire at expiration of salary continuation, will have continued Health Care coverage available under either COBRA or CTP continuation. Participants must choose one or the other prior to commencement of the leave and contributions will be as noted below:

COBRA: Employee-paid at 102% of "full cost." All coverages available; maximum duration generally 18 months; conversion of core coverage (other than prescription drug, hearing aid, dental, vision or Extended Care Coverage) is available at expiration of the COBRA continuation period.

CTP: Dental coverage ceases at the end of the month participants are last in active service and no conversion is available. Other coverages may be continued for the balance of the leave. For the first 6 months, participants on leave will make the same monthly contributions and other cost sharing payments as active employees (based on options elected and number of individuals covered). After 6 months, participants on leave pay 50% of the "full cost" of coverages that are continued as well as any applicable cost sharing that may be required based on the options elected. Upon separation, all coverages cease. Conversion policies for

EXHIBIT 2B

coverages other than prescription drug, hearing aid, vision and Extended Care Coverage are available from the carriers with whom the participants were enrolled immediately preceding separation.

- Participants, who are eligible to retire at the expiration of the salary continuation period, will be eligible for Health Care coverage on the same basis as regular active employees during the salary continuation period. When such participants retire, continuation provisions applicable to salaried retirees will apply for Health Care and Basic Life Insurance, based on age and service on the date of retirement.

Certain Benefits After Salary Continuation Period

The Pension Protection provision is available to participants who have 20 or more years of credited service at the commencement of leaves of absence but who are not eligible to retire at the expiration of such leaves of absence, and provides the following:

- ◆ The SRP has been amended to increase the final average salary by 3% for each full year (noncompounded) until the earlier of age 60, commencement of deferred retirement benefits, death, or date the participant elects a cash out.
- ◆ Final average salary for purposes of determining vested benefits will not include salary received during the period of salary continuation.
- ◆ Deferred retirement benefits under the SRP are payable on an unreduced basis at age 60. Alternatively, the participant may elect to have such benefits commence as early as age 55. In such case, however, the benefit would be on a reduced basis from age 65.
- ◆ The 3% Pension Protection provision and the provision for unreduced benefits as early as age 60 do not apply to employees who are eligible to retire at the expiration of leaves of absence.
- ◆ The S-SPP has been amended to extend loan eligibility to all participants who have separated from Delphi. Therefore, such former employees, who have separated as a result of the CTP, will have access to their S-SPP assets via loans on the same basis as active Delphi salaried employees. Loans must be repaid by making monthly cash payments.
- ◆ Participants, who previously established 1999 spending accounts in the Flex Enrollment Process, may continue to submit claims for reimbursement for services incurred in 1999 through March of 2000. Further, such participants will be responsible to satisfy payment obligations to health care spending accounts, i.e., monies will be deducted from the last salary check to satisfy such obligations.

Appeal Procedure

In the event an employee is denied participation in the CTP and the employee wants such a decision to be reconsidered, review may be sought under the Delphi Open Door Policy. The employing unit head will make the final decision for Delphi.

ERISA

The employee pension and welfare benefit plans encompassed in the CTP are governed by provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Plan Administrator is Delphi Automotive Systems. Other information describing your rights under ERISA is contained in the employee booklets describing benefits.

EXHIBIT 3A

**1999 Delphi Window Retirement Program Agreement
(Effective January 1, 1999)**

Management has discussed with me the options of continued employment with Delphi or separating from Delphi by accepting a retirement under the provisions of the 1999 Delphi Window Retirement Program Amendment to the GM Retirement Program for Salaried Employees ("The Window"). I have evaluated the policy and benefit arrangements made available to me under The Window and have decided to accept them. My retirement will be effective January 1, 1999.

I understand The Window benefit provisions are available only under the terms of The Window. I further understand these provisions are not available to me unless my participation has been authorized by The Window as approved by GM. Further, I acknowledge the benefit arrangements to which I am entitled are determined solely by the written provisions of The Window, or other applicable benefit plans. Absent an express delegation of authority from the GM Board of Directors, no one has the authority to commit GM to any benefit or benefit provision not provided for under the written terms of The Window, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plans.

I am satisfied with the terms of this Agreement and The Window. I acknowledge that I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for The Window.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge I am not entitled to disability pay or benefits.

I acknowledge that no prior representations, promises, or agreements relating to my employment and participation in The Window have been made by Delphi which are contrary to this Agreement. I further acknowledge that the terms of The Window, including this Agreement and my acceptance, constitute the entire and only agreement between GM and me.

I understand that as a matter of prudent business planning, GM and Delphi are continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current Window. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current Window. Because of the need for confidentiality, such decisions are not discussed nor evaluated below the highest level of management. Any managers below such levels do not know whether GM or Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this Window or to speculate about future proposals. Unless and until such proposals are formally announced by GM or Delphi, no one is authorized by GM and Delphi to give assurance that such proposals will, or will not, occur.

If I choose to participate in The Window, I understand that GM and Delphi may, or may not, adopt new or modified separation incentive programs, compensation, or benefit provisions in the future that, depending on my individual circumstances, may be more or less advantageous to me than the current Window. I do not expect or assume that any such new or modified programs, compensation, or benefits will be extended on a retroactive basis to anyone who separates from Delphi under the current Window.

I further agree that GM and Delphi reserve the right to increase or to decrease certain benefits and to amend, to modify, to suspend, or to terminate each of its benefit plans. Neither this Agreement nor the provisions of The Window limit or in any way modify this right.

EXHIBIT 3A

I further acknowledge Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be allowed to rescind my decision regarding The Window and GM may terminate my employment on December 31, 1999. I further acknowledge that I will not be eligible at any time in the future for reemployment by GM or Delphi, or any of its subsidiaries, or affiliated companies, or companies in which GM or Delphi has an ownership interest.

I, on my own behalf and on behalf of any heirs, agents, representatives, successors, or assigns, hereby release and forever discharge GM and Delphi and their officers, directors, and employees from all claims, demands, and causes of action, known or unknown, which I may have based on my employment or my separation from GM. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA); Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either expressed or implied, defamation, slander, libel, tort and, wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from GM under this Agreement.

I further agree not to institute any proceedings against GM or Delphi or its officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from GM. If I violate this release by instituting proceedings against GM or Delphi their officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by GM or Delphi their officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a sufficient time period to review and consider this Agreement before signing it. If I execute this Agreement, I shall have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement shall not be effective until the expiration of this 7 calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi, whose name appears below, no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and consideration described herein.

I have also been advised to consult with an attorney before signing this Agreement, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has made available to me in writing a listing of any class, unit, or group of individuals covered by The Window, any eligibility factors for The Window, the time limits applicable to The Window, the job titles and ages of all individuals selected for The Window, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for The Window.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept The Window except for those set forth in this Agreement.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 3B

**1999 Delphi Window Retirement Program Agreement
(Effective February 1, or March 1, or April 1, 1999)**

Management has discussed with me the options of continued employment with Delphi or separating from Delphi by accepting a retirement under the provisions of the 1999 Delphi Window Retirement Program Amendment to the Delphi Retirement Program for Salaried Employees ("The Window"). I have evaluated the policy and benefit arrangements made available to me under The Window and have decided to accept them. My retirement will be effective _____.

I understand The Window benefit provisions are available only under the terms of The Window. I further understand these provisions are not available to me unless my participation has been authorized by The Window as approved by Delphi. Further, I acknowledge the benefit arrangements to which I am entitled are determined solely by the written provisions of The Window, or other applicable benefit plans. Absent an express delegation of authority from the Delphi Board of Directors, no one has the authority to commit Delphi to any benefit or benefit provision not provided for under the written terms of The Window, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plans.

I am satisfied with the terms of this Agreement and The Window. I acknowledge that I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for The Window.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge I am not entitled to disability pay or benefits.

I acknowledge that no prior representations, promises, or agreements relating to my employment and participation in The Window have been made by Delphi which are contrary to this Agreement. I further acknowledge that the terms of The Window, including this Agreement and my acceptance, constitute the entire and only agreement between Delphi and me.

I understand that as a matter of prudent business planning, Delphi is continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current Window. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current Window. Because of the need for confidentiality, such decisions are not discussed nor evaluated below the highest level of management. Any managers below such levels do not know whether Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this Window or to speculate about future proposals. Unless and until such proposals are formally announced by Delphi, no one is authorized by Delphi to give assurance that such proposals will, or will not, occur.

If I choose to participate in The Window, I understand that Delphi may, or may not, adopt new or modified separation incentive programs, compensation, or benefit provisions in the future that, depending on my individual circumstances, may be more or less advantageous to me than the current Window. I do not expect or assume that any such new or modified programs, compensation, or benefits will be extended on a retroactive basis to anyone who separates from Delphi under the current Window.

I further agree that Delphi reserves the right to increase or to decrease certain benefits and to amend, to modify, to suspend, or to terminate each of its benefit plans. Neither this Agreement nor the provisions of The Window limit or in any way modify this right.

EXHIBIT 3B

I further acknowledge Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be allowed to rescind my decision regarding The Window and Delphi may terminate my employment on _____, 199_____. I further acknowledge that I will not be eligible at any time in the future for reemployment by Delphi, GM, or any of its subsidiaries, or affiliated companies, or companies in which GM or Delphi has an ownership interest.

I, on my own behalf and on behalf of any heirs, agents, representatives, successors, or assigns, hereby release and forever discharge Delphi and its officers, directors, and employees from all claims, demands, and causes of action, known or unknown, which I may have based on my employment or my separation from Delphi. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA); the Age Discrimination in Employment Act (ADEA), which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either expressed or implied, defamation, slander, libel, tort and, wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from Delphi under this Agreement.

I further agree not to institute any proceedings against Delphi, GM or their officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from Delphi. If I violate this release by instituting proceedings against Delphi, GM or their officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by Delphi, GM or their officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a 45-day calendar day period to review and consider this Agreement before signing it. If I execute this Agreement, I shall have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement shall not be effective until the expiration of this 7 calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi, whose name appears below, no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and consideration described herein.

I have also been advised to consult with an attorney before signing this Agreement, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has made available to me in writing a listing of any class, unit, or group of individuals covered by The Window, any eligibility factors for The Window, the time limits applicable to The Window, the job titles and ages of all individuals selected for The Window, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for The Window.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept The Window except for those set forth in this Agreement.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 4A

**1999 Delphi Career Transition Program Agreement
(Effective January 1, 1999)**

Management has discussed with me the options of continued employment with Delphi Automotive Systems (Delphi) or accepting a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 1999 Delphi Career Transition Program ("The CTP"). I have evaluated the policy and benefit arrangements made available to me under The CTP and have decided to accept them. I understand the purpose of The CTP is to assist participating employees to transition to a career outside of Delphi. My leave of absence will be effective January 1, 1999 and I will separate employment from Delphi on _____, 19____ at the expiration of my period of salary continuation.

I understand The CTP leave of absence, salary continuation, and benefit provisions are available only under the terms of The CTP. I further understand these provisions are not available to me unless my participation has been authorized by execution of this Agreement on behalf of Delphi by the authorized manager for my employing unit. Further, I acknowledge the policy, compensation and benefit arrangements to which I am entitled are determined solely by the written provisions of The CTP, or other applicable benefit plans. Absent an express delegation of authority from the Delphi Board of Directors, no one has the authority to commit Delphi to any benefit or benefit provision not provided for under the written terms of The CTP, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plan.

I am satisfied with the terms of this Agreement and The CTP and acknowledge I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for The CTP.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge I am not entitled to disability pay or benefits. Further, I acknowledge if I apply for and receive any government provided unemployment benefit during the period I am on Special Leave of Absence, the amount of salary continuation I otherwise would receive from Delphi will be reduced by the amount of unemployment benefits I receive, to the extent such reduction is allowed by applicable law.

I acknowledge no prior representations, promises, or agreements relating to my employment and participation in The CTP have been made by Delphi which are contrary to this Agreement. I further acknowledge that the terms of The CTP, including this Agreement and my acceptance, constitute the entire and only agreement between me and Delphi.

I understand that as a matter of prudent business planning, Delphi is continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current CTP. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current CTP. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of management. Any managers below such levels do not know whether Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this CTP, or to speculate about future proposals. Unless and until such proposals are formally announced by Delphi, no one is authorized by Delphi to give assurance that such proposals will, or will not, occur.

If I choose to participate in The CTP, I understand that Delphi may, or may not, adopt new or modified separation incentive programs, compensation, or benefit provisions in the future that depending on my individual circumstances may be more or less advantageous to me than the provisions current CTP. I do not expect or assume that any such new or modified programs, compensation, or benefit provisions will be extended on a retroactive basis to anyone who separates from Delphi under the current CTP.

I further agree that Delphi reserves the right to increase or to decrease certain benefits and to amend, to modify, to suspend, or to terminate each of its benefit plans. Neither this Agreement nor the provisions of the Program limit or in any way modify this right.

EXHIBIT 4A

I further acknowledge Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be allowed to rescind my decision regarding The CTP and Delphi may terminate my employment on _____, 199_____. I further acknowledge that I will not be eligible at any time in the future for reemployment by GM or Delphi, or any of its subsidiaries, or affiliated companies, or companies in which GM or Delphi has an ownership interest.

In consideration for the leave of absence/salary continuation provision of The CTP, I, on my behalf and on behalf of any heirs, agents, representatives, successors, or assigns, hereby release and forever discharge Delphi and its officers, directors, and employees, from all claims, demands, and causes of action, known or unknown which I may have based on my employment or my separation from Delphi. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA); which prohibits discrimination in employment based on age; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either express or implied, defamation, slander, libel, and wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from Delphi under this Agreement.

I further agree not to institute any proceedings against GM or Delphi or their officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from Delphi. If I violate this Agreement by initiating proceedings against GM or Delphi or their officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by GM or Delphi or its officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a sufficient period of time to review and consider this Agreement before signing it. If I execute this Agreement, I shall have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement shall not be effective until expiration of this 7 calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi, whose name appears below, no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and considerations described therein.

I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has made available to me in writing a listing of any class, unit, or group of individuals covered by The CTP, the time limits applicable to The CTP, the job titles and ages of all individuals selected for The CTP, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for The CTP.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept The CTP except for those set forth in this Agreement. I also agree that no offer has been extended to me unless this Agreement is executed below by the authorized manager for my Delphi employing unit.

Print: _____ SSN: _____
Employee Name _____ Social Security Number _____

Signed: _____ Date: _____
Employee _____

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 4B

**1999 Delphi Career Transition Program Agreement
(Effective February 1, March 1, or April 1, 1999)**

Management has discussed with me the options of continued employment with Delphi Automotive Systems (Delphi) or accepting a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 1999 Delphi Career Transition Program ("The CTP"). I have evaluated the policy and benefit arrangements made available to me under The CTP and have decided to accept them. I understand the purpose of The CTP is to assist participating employees to transition to a career outside of Delphi. My leave of absence will be effective _____, 1999 and I will separate employment from Delphi on _____, 19____ at the expiration of my period of salary continuation.

I understand The CTP leave of absence, salary continuation, and benefit provisions are available only under the terms of The CTP. I further understand these provisions are not available to me unless my participation has been authorized by execution of this Agreement on behalf of Delphi by the authorized manager for my employing unit. Further, I acknowledge the policy, compensation and benefit arrangements to which I am entitled are determined solely by the written provisions of The CTP, or other applicable benefit plans. Absent an express delegation of authority from the Delphi Board of Directors, no one has the authority to commit Delphi to any benefit or benefit provision not provided for under the written terms of The CTP, or other applicable benefit plans, or to change the eligibility criteria, or any other provisions of such plan.

I am satisfied with the terms of this Agreement and The CTP and acknowledge I am voluntarily accepting these terms. This acceptance is not under duress. I acknowledge that I am not being coerced into signing this Agreement. I understand that execution of this Agreement is a condition of eligibility for The CTP.

I acknowledge that I am able to work and suffer from no disability that would preclude me from doing my regularly assigned job. As such, I acknowledge I am not entitled to disability pay or benefits. Further, I acknowledge if I apply for and receive any government provided unemployment benefit during the period I am on Special Leave of Absence, the amount of salary continuation I otherwise would receive from GM will be reduced by the amount of unemployment benefits I receive, to the extent such reduction is allowed by applicable law.

I acknowledge no prior representations, promises, or agreements relating to my employment and participation in The CTP have been made by Delphi which are contrary to this Agreement. I further acknowledge that the terms of The CTP, including this Agreement and my acceptance, constitute the entire and only agreement between me and Delphi.

I understand that as a matter of prudent business planning, Delphi is continually reviewing and evaluating various proposals for changes in compensation and benefits, as well as proposals for special separation incentive programs like the current CTP. Some of these proposals, if finally approved and implemented, might be more advantageous or less advantageous than the current CTP. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of management. Any managers below such levels do not know whether Delphi will, or will not, adopt any future proposals and are not in a position to advise any employee whether or not to participate in this CTP, or to speculate about future proposals. Unless and until such proposals are formally announced by Delphi, no one is authorized by Delphi to give assurance that such proposals will, or will not, occur.

If I choose to participate in The CTP, I understand that Delphi may, or may not, adopt new or modified separation incentive programs, compensation, or benefit provisions in the future that depending on my individual circumstances may be more or less advantageous to me than the provisions current CTP. I do not expect or assume that any such new or modified programs, compensation, or benefit provisions will be extended on a retroactive basis to anyone who separates from Delphi under the current CTP.

I further agree that Delphi reserves the right to increase or to decrease certain benefits and to amend, to modify, to suspend, or to terminate each of its benefit plans. Neither this Agreement nor the provisions of the Program limit or in any way modify this right.

I further acknowledge Delphi has made decisions regarding operations, staffing, redeployment, job assignment, and/or employee placement in reliance upon my decision to separate. Once this Agreement is effective, I will not be

EXHIBIT 4B

allowed to rescind my decision regarding The CTP and Delphi may terminate my employment on _____, 199_____. I further acknowledge that I will not be eligible at any time in the future for reemployment by Delphi, or any of its subsidiaries, or affiliated companies, or companies in which Delphi has an ownership interest.

In consideration for the leave of absence/salary continuation provision of The CTP, I, on my behalf and on behalf of any heirs, agents, representatives, successors, or assigns, hereby release and forever discharge Delphi and its officers, directors, and employees, from all claims, demands, and causes of action, known or unknown which I may have based on my employment or my separation from Delphi. This release specifically includes, without limitation, a release of any rights or claims I may have under the Employee Retirement Income Security Act of 1974 (ERISA); the Age Discrimination in Employment Act (ADEA), which prohibits discrimination in employment based on age; Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Equal Pay Act; state fair employment practices or civil rights laws, and any other federal, state, or local laws, or regulations, or any common law actions relating to employment, or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, any claims for breach of employment contract, either express or implied, defamation, slander, libel, and wrongful discharge. This Agreement does not waive any claims that arise after the date I separate from Delphi under this Agreement.

I further agree not to institute any proceedings against Delphi or its officers, directors, agents, employees, or stockholders, based on any matter relating to my employment or my separation from Delphi. If I violate this Agreement by initiating proceedings against Delphi or its officers, directors, agents, employees, or stockholders, I agree that I will pay all the costs and expenses of defending against the proceedings incurred by Delphi or its officers, directors, agents, employees, or stockholders, including reasonable attorney's fees.

I acknowledge that I have been offered a 45-calendar day period of time to review and consider this Agreement before signing it. If I execute this Agreement, I shall have a period of 7 calendar days to revoke, in writing, my acceptance and this Agreement shall not be effective until expiration of this 7 calendar day period. For this revocation to be effective, written notice must be received by the representative of Delphi, whose name appears below, no later than the close of business on the 7th calendar day after I sign this Agreement. If I revoke this Agreement, it shall not be effective or enforceable, and I will not receive the benefits and considerations described therein.

I have also been advised to consult with an attorney, but understand whether or not I do so is my own decision.

I acknowledge that Delphi has made available to me in writing a listing of any class, unit, or group of individuals covered by The CTP, the time limits applicable to The CTP, the job titles and ages of all individuals selected for The CTP, and the ages of all individuals in the same job classification or organizational unit who are not eligible or selected for The CTP.

I have carefully read this Agreement and understand it. I have not relied on any representations, promises, or agreements of any kind made to me in connection with my decision to accept The CTP except for those set forth in this Agreement. I also agree that no offer has been extended to me unless this Agreement is executed below by the authorized manager for my Delphi employing unit.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 5A

**Addendum To Change
1999 Delphi Automotive Systems
Window Retirement Program Agreement
(Effective January 1, 1999)**

I, _____, represent that my present state of disability precludes me from regular active employment and permits me to receive Sickness and Accident (S&A) and/or Extended Disability Benefits (EDB) under the GM Life and Disability Benefits Program for Salaried Employees. Nevertheless, I choose to separate from GM by accepting a retirement under the provisions of the Delphi 1999 Window Retirement Program ("The Window"). I agree that my retirement will commence on January 1, 1999. I understand that execution of this Addendum is a condition of eligibility for my participation in The Window. I further agree to waive my coverage under GM S&A and EDB programs and waive any and all rights I have to receive S&A and EDB benefits which otherwise may be payable by GM, the Metropolitan Life Insurance Company, or any other insurance company or administrator on and after the commencement date of my retirement under The Window. I understand that by doing so I am waiving any and all rights to receive S&A and/or EDB which I am receiving or may be eligible to receive under the terms of the GM Life and Disability Benefits Program for Salaried Employees. I further understand and agree that I will not be eligible for total and permanent disability benefits under the Life and Disability Benefits Program or under the GM Retirement Program for Salaried Employees under any circumstances.

I also understand and agree that all the provisions of the 1999 Delphi Window Retirement Program Agreement which I have also signed (with the exception of the provision stating I "suffer from no disability that would preclude me from doing my regularly assigned job") apply to me.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 5B

**Addendum To Change
1999 Delphi Automotive Systems
Window Retirement Program Agreement
(Effective February 1, or March 1, or April 1, 1999)**

I, _____, represent that my present state of disability precludes me from regular active employment and permits me to receive Sickness and Accident (S&A) and/or Extended Disability Benefits (EDB) under the Delphi Life and Disability Benefits Program for Salaried Employees. Nevertheless, I choose to separate from Delphi by accepting a retirement under the provisions of the Delphi 1999 Window Retirement Program ("The Window"). I agree that my retirement will commence on _____. I understand that execution of this Addendum is a condition of eligibility for my participation in The Window. I further agree to waive my coverage under Delphi S&A and EDB programs and waive any and all rights I have to receive S&A and EDB benefits which otherwise may be payable by Delphi, the Metropolitan Life Insurance Company, or any other insurance company or administrator on and after the commencement date of my retirement under The Window. I understand that by doing so I am waiving any and all rights to receive S&A and/or EDB which I am receiving or may be eligible to receive under the terms of the Delphi Life and Disability Benefits Program for Salaried Employees. I further understand and agree that I will not be eligible for total and permanent disability benefits under the Life and Disability Benefits Program or under the Delphi Retirement Program for Salaried Employees under any circumstances.

I also understand and agree that all the provisions of the 1999 Delphi Window Retirement Program Agreement which I have also signed (with the exception of the provision stating I "suffer from no disability that would preclude me from doing my regularly assigned job") apply to me.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 7

**Delphi Window Retirement Program
AND
Delphi Career Transition Program**

Management has discussed with me the options of (1) continued employment with Delphi Automotive Systems (Delphi) and (2) separating from Delphi by accepting a retirement under the provisions of the Delphi Window Retirement Program Amendment to the Delphi Retirement Program for Salaried Employees ("The Window") and (3) accepting a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the Delphi Career Transition Program ("The CTP"). I have evaluated the policy and benefit arrangements made available to me under The Window and The CTP and have decided to (1) decline continued employment and (2) decline participation in The Window and (3) to accept participation in The CTP.

I also have property executed the required Delphi Career Transition Program Agreement; and other forms which may be required to claim benefits under The CTP and other Delphi benefit plans.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative

EXHIBIT 6

**Addendum to Change
1999 Delphi Automotive Systems
Career Transition Program Agreement
(Effective January 1 or February 1, or March 1, or April 1, 1999)**

I, _____, represent that my present state of disability precludes me from regular active employment and permits me to receive Sickness and Accident (S&A) and/or Extended Disability Benefits (EDB) under the Delphi Life and Disability Benefits Program for Salaried Employees. Nevertheless, I choose to accept a special leave of absence and salary continuation to be immediately followed by separation from Delphi under the provisions of the 1999 Delphi Career Transition Program. I agree that my special leave of absence will commence on _____ and expire on _____. In consideration for payments received as a result of my voluntary participation in the Career Transition Program, I further agree to waive my coverage under the Delphi S&A and EDB programs and waive any and all rights I have to receive S&A and EDB benefits which otherwise may be payable by Delphi, the Metropolitan Life Insurance Company, or any other insurance company or administrator on and after the commencement date of my special leave under the Career Transition Program. I understand that by doing so I am waiving any and all rights to receive S&A and/or EDB which I am receiving or may be eligible to receive under the terms of the Delphi Life and Disability Benefits Program for Salaried Employees. I further understand and agree that I will not be eligible for total and permanent disability benefits under the Life and Disability Benefits Program or under Delphi Retirement Program for Salaried Employees under any circumstances.

I also understand and agree that all the provisions of the Career Transition Program Agreement which I have also signed (with the exception of the provision stating I "suffer from no disability that would preclude me from doing my regularly assigned job") apply to me.

Print: _____ SSN: _____
Employee Name Social Security Number

Signed: _____ Date: _____
Employee

Witness: _____ Date: _____
Delphi Representative